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Contract Database Metadata Elements

Title: **Maine-Endwell Central School District and Maine-Endwell Administrators Association (2003)**

Employer Name: **Maine-Endwell Central School District**

Union: **Maine-Endwell Administrators Association**

Local:

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5528_06302005

Maine-Endwell Central School District
And Maine-Endwell Administrators
Assn

SD/ADI

AGREEMENT
BETWEEN THE
SUPERINTENDENT OF SCHOOLS
OF THE
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
AND THE
MAINE-ENDWELL ADMINISTRATORS'
ASSOCIATION

2003-2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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CONTRACT
DEFINITIONS
AND
PROCEDURES

ARTICLE 1 - AGREEMENT

1.1 DURATION

This agreement shall be effective as of day of signing and shall continue in effect through June 30, 2005.

1.2 PARTIES TO AGREEMENT

This agreement shall constitute the full and complete commitments between the Superintendent of Schools of the Maine-Endwell Central School District and the Maine-Endwell Administrators' Association. The Maine-Endwell Central School District will hereafter be referred to as the "District." The Maine-Endwell Administrators' Association will hereafter be referred to as the "Association" or "Members."

ARTICLE 2 - RECOGNITION

2.1 UNIT

The Board recognizes the Association as the sole and exclusive negotiating representative with respect to terms and conditions of employment for all Principals, Secondary Assistant Principals, Elementary Assistant Principals, Supervisors, Director of Athletics, Director of Pupil Personnel Services, Directors of Education, Computer Services Coordinator, PC LAN Technician, Network Specialist, Computer Systems Assistant, and Audio Visual Technician.

2.2 DURATION

Such recognition shall extend until seven months prior to the expiration of this written agreement.

2.3 NO DISCRIMINATION

The provisions of the agreement shall apply to all personnel covered hereunder without regard to age, race, creed, color, sex, marital status, national origin, membership or non-membership in the Association.

2.4 NEW OR MODIFIED POSITIONS

The Association President will be notified of any newly created supervisory positions. The Association may advise the District of the Association's desire to represent the new positions. The Association will have the right to assist in the study and make recommendations to the District for the placement of the position within a category classification. Once the category is accepted by the District, positions within the bargaining unit during the terms of this agreement will be governed by this agreement. Positions represented by the Association that are modified during the contract period and remain within the unit definition will continue to be represented for the duration of this contract.

ARTICLE 3 - NEGOTIATION PROCEDURES

3.1 NEGOTIATION TEAM

Designated representative(s) of the District shall meet with the representative(s) designated by the Association to reach an agreement on compensation and conditions of employment for the Association.

3.2 OPENING NEGOTIATIONS

No later than February 1, 2005, either party may request a meeting to open negotiations on a successor agreement. A mutually acceptable meeting date shall be set not more than fifteen calendar days following such request. Each party shall submit a tentative list of items for consideration by February 15, 2005.

3.3 INFORMATION FOR NEGOTIATIONS

Upon request the District and the Association shall make available to each other statistics, records and information relevant to negotiations or necessary for the proper administration of this agreement. Requests for information, other than for negotiations or necessary for the proper administration for this agreement, will be processed by following the District/State procedures and regulations on "Access to Public Records."

ARTICLE 4 - LEGISLATIVE ENACTMENT

- 4.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 5 - INCLUSIVE CLAUSE

- 5.1 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE 6 - SAVINGS CLAUSE

- 6.1 If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

EMPLOYMENT PRACTICE

ARTICLE 7 - VACANCIES

- 7.1 Vacancies or new positions in any administrative or supervisory capacity in the District, whether or not in the bargaining unit, shall not be filled from outside the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and the salary range through notice given to the President of the Association.
- 7.2 On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's officers and who is its designee for the purpose of vacancy notices.

ARTICLE 8 - LENGTH OF EMPLOYMENT

- 8.1 Principals, Director of Pupil Personnel Services, Director of Athletics, Transportation Supervisor, School Lunch Supervisor, Audio Visual Technician, PC LAN Technician, Network Specialist, Computer Services Coordinator and Computer Technician shall be 260-day employees with a maximum of 22 days paid vacation, earned at a rate of 1.84 days for each full month of employment and posted as earned. Days may be borrowed during the first year of employment with the approval of the District. There shall also be 12 paid holidays per year.
- 8.2 Assistant Principals shall be 228-day employees with 11 paid holidays per year.

ARTICLE 9 - TRANSFERS

- 9.1 If a member is transferred out of his position there shall be no reduction in pay to this member during that school year, unless the member requests the transfer.

ARTICLE 10 - NON-RETENTION NOTICE

- 10.1 A member who may not be retained in his present position or whose position is to be abolished will be notified in writing 120 calendar days prior to the end of any one school year if his appointment in such position may not be continued for the next succeeding school year.

ARTICLE 11 - PROFESSIONAL OBLIGATIONS

- 11.1 In the event that a serious charge by the Board is made that professional obligations are not being satisfactorily completed by members of this unit, then the Association upon the individual's written request shall be apprised in writing of such conditions for the purposes of reviewing the charge.

ADMINISTRATIVE
RIGHTS
AND
RESPONSIBILITIES

ARTICLE 12 - ASSOCIATION RIGHTS

12.1 COPIES OF AGREEMENT

Final copies of the new agreement shall be made available in sufficient numbers so that each member of the Association will have a copy at no cost to the members. These copies will be made available prior to the close of school in June provided that agreement has been reached in sufficient time.

12.2 COPIES OF BOARD AGENDA AND MINUTES

The District agrees to furnish the Association President with at least one copy of the tentative agenda or revision of agenda for regular or special meetings. The District will also include the Association President in the distribution of approved minutes of special meetings.

12.3 SCHOOL CALENDAR INPUT

The school calendar shall be delivered to the Association within a reasonable time after adoption by the Board. Recommendations on the calendars may be submitted by the Association to the Superintendent.

12.4 TENURED ADMINISTRATORS

12.4.1 Where a tenured administrator in the bargaining unit is charged upon grounds set forth in Education Law 3012 as amended from time to time for removal or discipline and probable cause is found by the Board of Education pursuant to Education Law 3020-a, as amended from time to time, the Board shall also set forth in writing the penalty the Board would render in the event of waiver of a hearing as hereinafter set forth.

12.4.2 If the tenured administrator fails to request a hearing as set forth in 12.4.3., such failure shall constitute a waiver of the right to any hearing and shall further constitute agreement by the tenured administrator of the charges and such penalty.

12.4.3 Where the tenured administrator elects to have a hearing, then and in that event, a hearing before a sole arbitrator in accordance with the rules of the American Arbitration Association will apply. The District shall pay the arbitrator's billing and American Arbitration Association charges. If the tenured administrator elects to have a hearing then the hearing shall proceed on the basis of the charges; however, the recommended penalty of the Board will not be divulged to the arbitrator.

12.4.4 If the tenured administrator is suspended, such suspension shall be with or without pay in accordance with the law in effect at the time of suspension. If the tenured administrator disagrees with the question of pay, then the tenured administrator can appeal such question to the Commissioner and thereafter by appropriate judicial review.

- 12.4.5 The arbitrator is authorized to (i) find that there is no just cause for action against the tenured administrator and direct that there be taken from the tenure administrator's file all reference to this matter; (ii) find that there is just cause for taking action against the tenured administrator and, in such event, the arbitrator may direct a penalty that he considers appropriate, which may be different than those specified in Education Law Section 3020-a.
- 12.4.6 The tenured administrator waives all rights to proceed in any other forum, except as set forth in paragraph 12.4.4 and paragraph 12.4.7 of this Article.
- 12.4.7 The findings and penalty arrived at by the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules (unless the Article 75 provisions are waived by mutual consent in writing of the parties).

ARTICLE 13 - DUES DEDUCTION

- 13.1 The District agrees to deduct from the salaries of its employees dues for the Maine-Endwell Administrators' Association and any other affiliated professional organization. Dues shall be deducted on behalf of such bargaining unit member as individually and voluntarily authorized. The District will deduct and transmit monies as hereinafter set forth to the Association treasurer.
- 13.2 The total annual membership dues for those professional associations shall be deducted in ten (10) equal installments beginning with the first regularly scheduled paycheck in October. Original signed dues authorization forms of those employees who have voluntarily authorized the deduction of dues or the cancellation of deduction in effect from a previous authorization for the associations will be furnished to the District no later than sixteen (16) school days prior to the sixth regularly scheduled paycheck.
- 13.3 The final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

ARTICLE 14 - CONTRACT VIOLATION/REDRESS

14.1 VIOLATION CLAIMED

A claimed violation of this agreement shall be reviewed by the Supreme Court of New York State under a proceeding under CPLR, Article 78.

14.2 RESOLUTION PANEL

- 14.2.1 The Association may within ten (10) school days, after an alleged violation, request the convening of a resolution panel, which shall consist of six (6) members, three (3) chosen by the Association and three (3) by the District.
- 14.2.2 Such request shall be directed in writing to the Personnel Administrator. The panel shall meet within ten (10) school days of the notice to the Personnel Administrator.
- 14.2.3 The panel shall attempt to resolve the claimed violation. If the panel cannot resolve the claimed violation within thirty (30) school days of the initial notice to the Personnel Administrator, it shall be deemed that the panel was unable to resolve the claimed violation.
- 14.2.4 This procedure is discretionary with the Association and shall not be considered a condition precedent to commencing an Article 78 nor will the time to commence such proceeding be enlarged by the request for the panel.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 The District retains the exclusive right to manage its educational operation and facilities, except as limited by this agreement or by law.
- 15.2 All members of the unit will be required to establish one goal, annually, which is in alignment with the Comprehensive District Education Plan targets. The goals will be presented to the Superintendent by October 15th of each school year for approval. Members shall use the Maine-Endwell action planning worksheet to design their strategies for achieving their goal. Success of the goal will be measured qualitatively and quantitatively. The process and the follow through on the strategies are as equally important as goal attainment. A mid-year meeting will be scheduled prior to February 15th to report progress of goals to the Superintendent. A final meeting will be scheduled before June 1st. At this meeting the qualitative and quantitative information will be shared with the Superintendent. Members should reflect upon their most successful strategy and least successful strategy. Each member shall list the successes, challenges and implications for continuous improvement for the selected strategies. Members may earn up to a \$750.00 stipend depending on their progress towards meeting their goal. This stipend will be paid in the last paycheck in June and does not carry over as base salary for the next year.
- 15.3 Non-tenured members of the unit will be evaluated using an instrument mutually designed by the Superintendent and the administrative unit.

COMPENSATION AND BENEFITS

ARTICLE 16 - COMPENSATION

16.1	SALARY – Percentage Increase	2003-2004	2004-2005
		4.0	3.9

ARTICLE 17- INSURANCES

17.1 HEALTH INSURANCE

17.1.1 The District agrees to provide health cost reimbursement benefits on behalf of each eligible employee participating in the Central New York Regionwide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association. The member shall pay the following percentages relative to health insurance:

2003-2004: 15% individual 7% family 2004-2005: 15% individual 7% family

17.1.1.a Maximum employee contribution during this contract is \$1000.00. Any individual who retires under this contract will have their employee contribution capped at \$1000.00 throughout their retirement.

17.1.2 Those individuals who have resigned from the Maine-Endwell Central School District in order to receive retirement benefits from the New York Teachers Retirement System, or the New York State Employees Retirement System, on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as members actively employed by the District. The District shall provide such benefits without contribution on the part of the retiree in relation to an individual or family plan. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan.

17.1.3 The health reimbursement plan which is currently offered by the District to active members provides basic Blue Cross/Blue Shield coverage, prescription CoPay of \$5.00, \$10.00 and \$27.00 for Level I, II and III drugs, and Major Medical deduction of \$100.00 for individual and \$300.00 for family plans. Reference is made to the plan description booklet for description of the benefits.

17.1.4 The District is not required or responsible to make contribution to any government agency, such as the Social Security Administration on account of benefits which may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

17.1.5 The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this article a fixed sum of money or prorated portion thereof, as follows:

- Hired in the District prior to July 1, 2001: 2003-2004 - \$3,198.00 2004-2005 - \$3,198.00

- Hired in the District after July 1, 2001: \$1,840.00

17.1.6 An employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

17.1.7 An employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

17.1.8 An employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in their Health Insurance Plan. The District reserves the right to restrict the number of times an administrator elects to participate in the Health Insurance Plan or this alternative in any one school year.

17.2 DENTAL INSURANCE

The District hereby agrees to pay on behalf of each member 100 percent dental insurance - Individual or Family Plan.

17.3 FLEXIBLE BENEFIT PLAN

A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

17.4 LIFE AND DISABILITY INSURANCE

The District agrees to pay a premium of up to \$500.00 for group life and disability insurance for each member of the unit. Upon retirement from the Maine-Endwell School District, each member will be entitled to keep their group life and/or disability insurance but will be required to pay the full premium.

ARTICLE 18 - PERSONAL LEAVES

18.1 DEFINITION

- 18.1.1 Immediate Family - Includes mother, father, son, daughter, step-children, spouse, brother, sister, grand-parents, current spouses of natural parents.
- 18.1.2 Emergency Medical Attention - Includes situations requiring immediate medical attention of an emergency nature.
- 18.1.3 Non-Emergency Medical Attention - Includes regularly scheduled medical appointments.

18.2 SICK LEAVE

- 18.2.1 Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.
- 18.2.2 An employee shall earn sick days at the rate of 1.2 days per month or major part of a month worked, cumulative without limit.
- 18.2.3 The District may require proof of illness after an absence of five consecutive days or if an employee has used an extraordinary number of sick days during the school year. Written notice of accumulated sick leave shall be provided each employee on September 1 of each year.

18.3 SICK BANK

- 18.3.1 The sick bank provides sick leave, which may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of 200 days may be borrowed by an employee in a five year period. The employee shall notify the Personnel Administrator in writing of his/her intent to borrow from the District's Sick Bank.
- 18.3.2 The employee must pay back the sick bank at the rate of 1.1 days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, any outstanding sick bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding sick bank debt.
- 18.3.3 Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the employee may borrow without written notice of intent until such time notice is given.

18.4 SICK LEAVE INCENTIVE

- 18.4.1 Sick leave incentive provides for payment upon retirement for unused sick leave.

18.4.2 Upon retirement from the NYS Teachers Retirement System, or the NYS Employees Retirement System, and

18.4.3 when written notice is given to the District by March 1, prior to resignation on June 30, payment is based on the following formula:

$$\begin{array}{lcl} \text{Accumulated} & & \text{Highest 3 Year} \\ \text{Sick Leave x 25\%} & \times & \frac{\text{Final Average Salary}}{\text{Designated Work Year}} = \text{Max. of \$10,500} \\ & & \text{(in days) for the Position} \end{array}$$

18.4.4 Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

18.4.5 A member may elect as an alternative to the Sick Leave Incentive to do the following:

18.4.5.1 Give the District notice of resignation for the purpose of retirement, by July 1, a minimum of two or three years in advance of the date of resignation for the purpose of retirement, on June 30, and

18.4.5.2 Not receive payment under the Sick Leave Incentive plan as described above, nor be eligible for use of the Sick Bank as described in this agreement.

18.4.6 Then, the District shall increase the member's salary by \$3500.00, maximum, each year in the member's final two or three years of employment with the District. The actual salary increase will be determined by using the incentive formula to calculate the value of the unused sick leave. For the purpose of calculations the total of the unused sick leave will be reduced by one-third in the first year, an additional one-third of the balance in the second year, and the balance in the third year.

18.4.7 Under no circumstances would this alternative be applicable to a disability retirement, or a resignation for the purpose of retirement earlier than originally given, additionally no payment would be given under the Sick Leave Incentive plan. Payment under this plan shall be subject to approval of the plan by the New York State Department of Audit and Control.

18.5 PERSONAL BUSINESS LEAVE

18.5.1 Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

18.5.2 An employee shall be granted up to four (4) personal business leave days per year, non-cumulative. Employee's personal business leave days will be prorated on the basis of one (1) day per three months or major part of month worked (maximum three (3) days) for employees entering the District during the school year. Any personal business leave days not used by July 1, shall be transferred to the employee's sick leave accumulation.

- 18.5.3 A minimum of a quarter (1/4) day may be taken when the District does not have to pay for additional coverage.
- 18.5.4 All other personal business leave days must be taken in half (1/2) day increments.
- 18.5.5 To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available or is not required.
- 18.5.6 The employee must apply in writing at least three (3) days in advance certifying that:
- . the personal business leave could not be conducted outside of the school day or school year.
 - . no outside remuneration will be received,
 - . the personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday,
 - . the personal business leave will not be used for recreational purposes.
- 18.5.7 In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.
- 18.6 BEREAVEMENT LEAVE
- 18.6.1 Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- 18.6.2 An employee shall be granted five (5) days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from one to five days upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.
- 18.7 SHORT-TERM LEAVE
- 18.7.1 Short-term leave is unpaid leave for absence of ten (10) days or less for personal business which cannot be conducted outside the school day or school year.
- 18.7.2 To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:

- . the short-term leave could not be conducted outside the school day or school year,
- . the short-term leave will not result in a daily compensation rate higher than that of employment in the District,
- . the short-term leave will not be used for a vacation or holiday or to extend a vacation or holiday,
- . a short-term leave will not be applied for within the next two academic years next following the granting of a short-term leave.

18.7.3 Approval must be received by the District in writing prior to the leave.

18.7.4 In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

18.12 LONG-TERM LEAVE

18.12.1 Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twenty-four (24) school months for personal business which cannot be conducted outside the school day or school year.

18.12.2 All long-term leaves must terminate at the end of the school year. All employees on leave must notify the District by March 1 of their intention to return or not to return to the District.

18.12.3 To be eligible for long-term leave:

- .written application must be made at least ninety-(90) calendar days in advance,
- .the supervisor must certify that appropriate coverage is available, and
- .board approval must be obtained prior to the leave.

18.13 OTHER LEAVES

18.13.1 In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE 19 - VACATION CARRY OVER

19.1 Twelve month employees shall be allowed to carry over fifteen (15) unused vacation days into the next succeeding year or years. Said accumulation shall not exceed forty-five days (45) in addition to whatever vacation allowance may be in effect in said succeeding year. Any carry over of vacation time heretofore provided by Board resolution or action shall be included in said 45 day limitation or accumulation. When retiring from the district the employee shall be entitled to compensation for unused vacation days to a maximum of 67 days.

ARTICLE 20 - REIMBURSEMENT FOR TRAVEL

- 20.1 Mileage for approved travel shall be paid at the allowable rate established by the IRS from time to time.

ARTICLE 21- TUITION WAIVER - NON-RESIDENT

- 21.1 The parties agree that the board resolution dealing with school employees and tuition fees for Kindergarten, grades 1-6 and grades 7-12 will be waived for non-resident children of administrators employed by the district in other than substitute positions. The provisions of this resolution shall otherwise apply. The District shall not provide transportation.

ARTICLE 22- MEMBERSHIPS

- 22.1 For each unit member, the district will provide up to \$200.00 (total) for annual memberships in professional organizations approved by the Superintendent.

SIGNATURES

SUPERINTENDENT
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

DATE

PRESIDENT
MAINE-ENDWELL ADMINISTRATORS' ASSOCIATION

DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on

CLERK, BOARD OF EDUCATION

DATE

SIGNATURES

Sam R. Ward
SUPERINTENDENT
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

10/10/03
DATE

Joseph M. Bramante
PRESIDENT
MAINE-ENDWELL ADMINISTRATORS' ASSOCIATION

10/10/03
DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on
10/9/03

JoAnn Murphy
CLERK, BOARD OF EDUCATION

10/10/03
DATE